

## FORT LEAVENWORTH, KANSAS INSTRUCTIONS TO APPLICANTS

1. INSPECTION INFORMATION Arrangements for an inspection of the site are to be made with the ***Realty Officer, 820 McClellan Avenue , Fort Leavenworth, Kansas.*** It is the responsibility of each applicant to inspect the tract, read the attached lease (Exhibit B) including all exhibits thereto and discuss any areas of concern with the Realty Officer.
2. DESCRIPTION See attached maps (Exhibit A) for description of the property. The maps are believed to be correct, but any error or omission in the description of the property or on the maps shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental.
3. PURPOSE OF LEASING The property may be leased for ***the construction, operation, use and maintenance of a telecommunication antenna tower, service antenna and an operations building(s) for telecommunication services,*** as stated on the application sheet.
4. AUTHORITY OF LAW The authority of law for the granting of this lease is Title 10, United States Code, Section 2667.
5. TERMS and CONDITIONS of LEASING
  - a. Form of Lease

(1) The successful applicant will be required to enter into a lease with the United States substantially in accordance with the copy of the lease form, which is attached hereto.

(2) If your application is successful, you will receive an award letter and a copy of the lease to be executed by the Secretary of the Army. In the event the application is unsuccessful, you will be informed by letter and your uncashed check or money order will be returned.
  - b. Term The leases will be for a term beginning September 1, 2005 and for the time specified on the application sheet.
  - c. Marking and Sealing Applications The Notice of Availability number and application opening time must be plainly marked on the sealed envelope in which applications are submitted. ***The enclosed envelope has been prepared for your convenience and should be used. If another envelope is used, it must be addressed in an identical manner.***
  - d. Late Charges for Overdue Payments

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the rental due date. An administrative charge to cover the costs of processing and handling each late payment will also

be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent per annum on any payment, or portion thereof, more than 90 days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

e. Payments of Rental

(1) The lease will provide for the payment of cash rental to the United States, ***annually in advance***. The first years rent is to be submitted and will become payable within ten (10) days after notice of acceptance of the application and prior to granting of a right-of-entry to the property. The lease will provide for the payment of rent annually, in advance of ***1 September*** each year thereafter.

(2) The lease also requires payment, in advance, to the United States, the sum of ***FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)*** for the entire term of the lease, as reimbursement for the costs incurred by the United States in processing the application, monitoring construction, operation and maintenance of said premises.

(3) Payments will be made by separate check and made payable to FAO KCD/G5 USACE and mailed to the Finance and Accounting Officer, US Army Corps of Engineers, and delivered to the Chief, Real Estate Division, US Army Corps of Engineers, Kansas City District, P.O. Box 15339, Kansas City, Missouri 64106-2896

f. Warranty The property described herein will be leased subject to the provisions and conditions of the Notice of Availability and the attached lease form (including all exhibits). The property is now subject to inspection by prospective applicants. Applicants are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any applicant to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his application after the time of application opening. Arrangements for such inspection may be made with the ***Realty Officer, Fort Leavenworth, Kansas***. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.

**IT IS TO BE UNDERSTOOD AND AGREED THAT THERE IS NO WARRANTY OF ANY CHARACTER OTHER THAN THAT EXPRESSLY STATED IN THIS NOTICE OF AVAILABILITY.**

6. INSTRUCTION to APPLICANTS

a. Applicants Subject to These Terms All applications submitted shall be deemed to have been made with full knowledge of all the terms herein contained.

b. Application Format ***Applications are to be signed and submitted in duplicate on the application form attached hereto with the required deposit (Exhibit C).***

c. Execution of Applications Each application must give a full address and telephone number of the applicant and be signed with the applicant's usual signature. Any additional sheets shall be identified with the applicant's name. An application executed by an attorney or agent in behalf of the applicant shall be accompanied by an authenticated copy of the Power of Attorney, or other evidence of authority to act on behalf of the applicant. If the applicant is a corporation, the CORPORATE CERTIFICATE must be executed. If the application is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Corporate Certificate, there may be attached to the application copies of as much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

d. Qualification of Applicants Any qualifications on applications which deviate from the terms of the Notice of Availability will be rejected.

e. Additional Information Additional information required may be obtained from the ***District Engineer, Kansas City District, Corps of Engineers, Attn: Real Estate Division, 858 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2896, or the office of the Realty Officer, 820 McClellan Avenue, Fort Leavenworth, Kansas.***

f. Deposit Required A separate personal check or Money Order in the amount of \$1,000 is to be submitted with your application as a deposit. No application will be considered unless it is accompanied with a separate deposit for each application. Each applicant is required to submit a deposit in order to guarantee that the applicant will enter into a written lease and pay the balance of the rental due within ten (10) days after receipt of written notice of acceptance of their application and a draft of lease for execution. Such guaranty must be in the form of a check or money order, payable to the Finance and Accounting Officer, U.S. Army Corps of Engineers FAO KCD/G5 USACE. The deposits of unsuccessful applicants will be returned as promptly as possible after rejection. **However, in the event of default by any applicant, that applicant's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in leasing the property and any difference between the rental for another lease, if the latter amount is less.** The applicant is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the applicant's deposit.

g. Tax Payer Identification Number:

(1) In addition, all persons doing business with the Federal Government **must now provide their "taxpayer identification number"** (the identifying number required under section 6109 of the Internal Revenue Code of 1986) Please complete and return the attached Tax Identification Sheet with your check and signed leases, we can not process your Lease for approval without this completed information.

(2) For individuals, this number is most likely your social security number. Corporations and other entities should also have a tax I.D. number. Your taxpayer identification

number shall be used to generate a 1099 reporting any income you have received from this office and/or to use such number for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with this office. Pursuant to 31 U.S.C. § 7701, this office may not conduct business with you unless such number is provided.

7. SUBMISSION of APPLICATIONS It will be the duty of each applicant to have the application delivered by the time and at the place prescribed in the Notice of Availability. If the application is returned by mail, it is recommended that the application be submitted by Special Delivery or Certified Mail with return receipt for verification of delivery date. If there is any doubt that the mailed application will not arrive at the Kansas City District office on the date and by the time stated in the Notice of Availability, then it should be delivered in person. Applications will be securely kept, unopened. No responsibility will attach for the premature opening of an application not properly addressed and identified.

8. LATE APPLICATIONS, MODIFICATION OR WITHDRAWAL OF LATE APPLICATIONS The person whose duty it is to open the applications will decide when withdrawal of an application will be considered. Applications may be modified or withdrawn only by written or telegraphic requests received from applicants prior to the time fixed for opening. Negligence in preparing the application confers no right to withdraw the application after it has been opened. *Applications, modifications, or withdrawals received after the time fixed for opening and before award is made will be considered if sent by special delivery or certified mail not later than the 7th calendar day prior to the date specified for receipt of applications* or if sent by mail (telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt by said officer.

9. OPENING of APPLICATIONS At the time fixed for the opening, application contents will be made public.

10. AWARD of LEASE Leases will be awarded to the best applicant who is responsive to this Notice of Availability, provided that the applicant is responsible, the application is reasonable, and it is in the interest of the United States to accept it.

11. ACCEPTANCE of APPLICATIONS All applications will remain open for acceptance or rejection for ten (10) days from the date of opening. Notice of award will be given as soon as practicable to the successful applicant or, to a duly authorized representative, in writing at the address indicated in the application.

12. REJECTION of APPLICATIONS The right is reserved, as the interests of the Government may require, to reject at any time any and all applications, to waive any informality in applications received, and to accept or reject any items of any application unless such application is qualified by specific limitation.

13. DATA REQUIRED by the PRIVACY ACT of 1974 The personal information requested on the Notice of Availability and the lease document, for the lease of Government real property,

as authorized by Title 10, USC, Section 2667, is needed and will be used to complete the lease, in the case of the successful applicant, and to contact all applicants. The lease document, containing the lessee's address, will be made available to members of the public upon request. The furnishing, by the applicant, lessee, of his/her telephone number and/or address is voluntary and will have no effect on their offer.

14. DEFAULT In the event that the successful applicant fails to comply with the terms of this Notice, the Government may declare the applicant in default and retain the deposit as liquidated damages.

#### 15. REQUIREMENTS FOR THE SUCCESSFUL APPLICANT

a. The successful applicant shall not adversely impact existing or planned Department of Defense (DoD) telecommunication systems. Any electromagnetic interference or radio frequency interference with Government systems shall result in immediate cessation of Lessee operations until disruption is corrected to the satisfaction of the installation commander and at no cost to the Government.

b. Prior to the placement of new telecommunications services, the services must be evaluated for potential electromagnetic interference to the existing or planned telecommunication operations of the Department of Defense systems. The successful applicant will be required to submit technical data required for analysis and reimburse the Government for the cost of the analysis as identified below:

#### **Requirements for evaluation of potential electromagnetic interference to Department of Defense (DOD) systems:**

1. To insure there are no adverse impacts to DOD systems, the placement of new telecommunications services must be evaluated by the Joint Spectrum Center (JSC) for potential electromagnetic interference to the existing or planned telecommunications operations of the government facility. The successful applicant will be required to submit an application to the JSC, containing the technical data required for analysis, which is identified as EXHIBIT "D", to the attached lease.

2. The successful applicant will also be required to reimburse the JSC for the cost of the evaluation. The said applicant will be required to enter into a Memorandum of Agreement (MOA) with the JSC in order to formalize a Project Plan utilizing information, data and specifications on the proposed equipment, which will be provided by the said applicant. The MOA is identified as EXHIBIT "E", to the attached lease.

3. It is recommended the applicant obtain a cost estimate of the evaluation from the JSC by providing the technical data requirements for the evaluation and contacting the Department of Defense, Joint Spectrum Center (JSC), 2004 Turbot Landing, Annapolis, Maryland 21402-5064, telephone 410-293-2683, prior to submitting the application.

4. The said applicant must obtain approval from the JSC that the proposed equipment will

not have any adverse impacts to Department of Defense systems, prior to operation and use of the antenna tower.

5. The cost of the evaluation by JSC will be in addition to payment of rental by the said applicant. Failure to obtain a cost estimate shall not constitute any ground or reason for nonperformance of the provisions and conditions of the lease or claim by the lessee for any refund or deductions from the rental.

# NOTICE OF AVAILABILITY TO LEASE GOVERNMENT PROPERTY

PROJECT/INSTALLATION:

***FORT LEAVENWORTH MILITARY RESERVATION, KANSAS***

PAGE 1 OF 6 PAGES

DATED ***28 July 2005***

NOTICE NO.

***DACA41-RE-B-05-2025***

SEALED APPLICATIONS, IN DUPLICATE,  
SUBJECT TO THE CONDITIONS AND TERMS  
CONTAINED HEREIN, WILL BE RECEIVED AT  
THE OFFICE OF THE DISTRICT ENGINEER,  
KANSAS CITY DISTRICT  
CORPS OF ENGINEERS  
860 FEDERAL BUILDING  
601 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106-2896  
UNTIL THE TIME OF THE APPLICATION

OPENING AT THE PLACE SET FORTH BELOW:

DATE OF OPENING: ***30 August 2005***

TIME OF OPENING: ***2:00 P.M.***

LOCAL TIME AT THE PLACE OF OPENING

PLACE OF OPENING:

MILITARY BRANCH

REAL ESTATE DIVISION

FEDERAL BUILDING ROOM 858

601 EAST 12TH STREET

KANSAS CITY, MISSOURI 64106-2896

ARRANGEMENTS FOR INSPECTION,  
SECURING OF INDIVIDUAL TRACT  
MAPS, ADDITIONAL COPIES OF  
THE NOTICE AND APPLICATION  
SHEETS AND ADDITIONAL  
INFORMATION MAY BE OBTAINED  
AT ANY OF THE BELOW  
LISTED OFFICES:

DISTRICT ENGINEER  
KANSAS CITY DISTRICT  
U.S. ARMY, CORPS OF ENGINEERS  
ATTN: RE-M (Room 858)  
601 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106-2896  
TELEPHONE: 816-983-3763

REAL PROPERTY OFFICER  
FORT LEAVENWORTH MILITARY  
RESERVATION  
ATTN: JACKIE MONROE

FORT LEAVENWORTH, KS 66027-1417

TELEPHONE NO. 913-684-8938

PROPERTY TO BE LEASED:

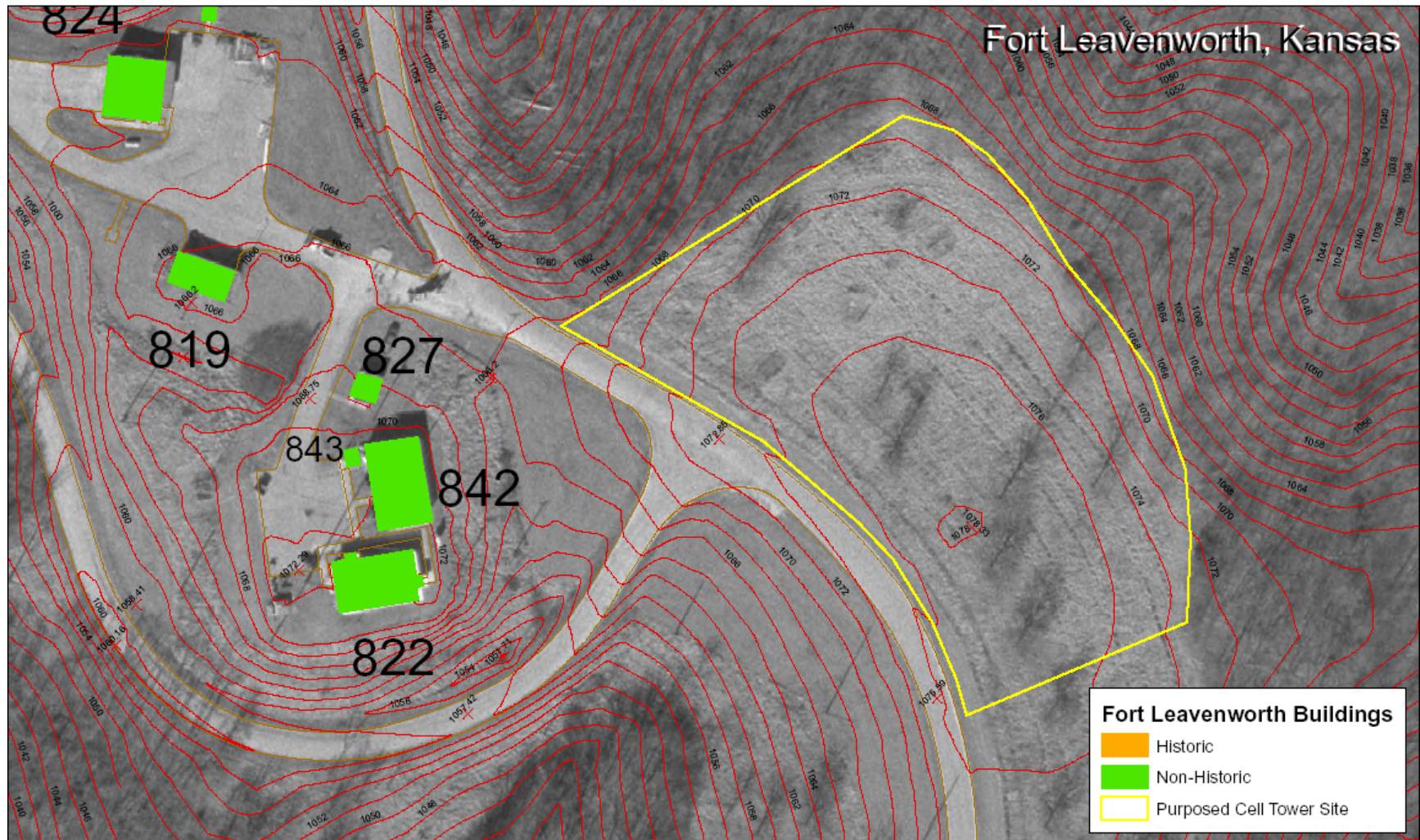
NUMBER OF ITEMS: ***1***

TOTAL AREA: ***.05 ACRE TOWER SITE***

TERM: ***5 YEARS***

BEGINNING: ***1 September 2005***

ENDING: ***30 August 2010***



**Exhibit A**



**DEPARTMENT OF THE ARMY  
TELECOMMUNICATIONS TOWER LEASE  
AT  
FORT LEAVENWORTH MILITARY INSTALLATION  
LEAVENWORTH COUNTY, KANSAS**

**THIS LEASE**, made on behalf of the United States, between the **Secretary of the Army**, hereinafter referred to as the Secretary, and \_\_\_\_\_, hereinafter referred to as the Lessee.

**WITNESSETH:**

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises, consisting of **a .50 acre site for the operation, use and maintenance of a telecommunications antenna tower, service antenna and an operations building(s) for telecommunication services.**

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of **FIVE (5)** years, beginning **September 1, 2005** and ending **August 31, 2010**, but revocable at will by the Secretary, as provided in **Condition 42 on COMPLIANCE, DEFAULTS, CLOSURE, REVOCATION AND TERMINATION.**

**2. CONSIDERATION**

a. The Lessee shall pay rental in advance to the United States in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) per year, payable for the first year by **September 1, 2005** to the order of **FAO KCD/G5 USACE** and mailed to the **Finance and Accounting Officer, US Army Corps of Engineers, and delivered to the Chief, Real Estate Division, US Army Corps of Engineers, Kansas City District, P.O. Box 15339, Kansas City, Missouri 64106-2896**, and payable for all subsequent years by **September 1st** to the **USACE Finance Center, Kansas City District/G5, 5722 Integrity Drive, Millington, TN 38054-5005**. Lessee also responsible for rental for each sublease in accordance with Condition 8 (a thru f) - TRANSFERS AND ASSIGNMENTS.

b. All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty

charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

### **3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to \_\_\_\_\_ and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 601 East 12<sup>th</sup> Street, Kansas City, Missouri 64106-2896, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, **Fort Leavenworth Military Reservation, Kansas**, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Lessee shall immediately restore the premises to the satisfaction of said officer taking into consideration normal wear and tear. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

## 6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## 7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

## 8. TRANSFERS AND ASSIGNMENTS

a. The Lessee shall neither transfer, nor assign, nor sublease this lease or any part thereof nor grant any interest, privilege or license whatsoever in connection with this lease, without prior permission in writing from the said officer. Each new additional sublease entered into shall be endorsed by a supplemental agreement to this lease. Failure to comply with this condition shall constitute a noncompliance for which this lease may be revoked immediately by the said officer.

b. This Lease may be sold, assigned or transferred by the lessee, with the prior approval or consent of the government to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of the Lessee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition or other business reorganization, subject to subparagraph (c) below.

c. Lessee may not assign its interest in this lease to a party that is suspended, debarred, or otherwise ineligible to contract with the Federal government.

d. Any sublease for telecommunication antenna and related equipment granted by the Lessee must comply with this lease agreement. A copy of each sublease agreement, upon execution by the Lessee and sublessee, will be furnished to the District Engineer, U.S. Army Corps of Engineers, ATTN: Real Estate Division and delivered to 601 East 12<sup>th</sup> Street, Kansas City, Missouri 64106-2896. The fees charged by the Lessee, as consideration for the sublease shall be based on the current fair market rental value as determined by the Lessee and approved by the Government. Collocation of equipment and antennas are authorized up to **10 providers**. Additional equipment and antennas shall require approval from the U.S. Department of the Interior, Fish and Wildlife Services, prior to installation. The Government and the Lessee agree that the Government shall receive **25%** per annum of the first sublease and **35%** per annum of each subsequent sublease granted by the Lessee. The Lessee shall be responsible for collecting all rents from the sublessees and shall remit the Government's share within 30 days after rents are due, to the Finance and Accounting Officer, Kansas City District P.O. Box 15339, 601 East 12<sup>th</sup> Street, Kansas City, Missouri 64106-0339. In addition to the fair market rent, the Lessee may *also* charge the sublessee an additional fee to cover its administrative processing expenses. This fee shall remain the property of the Lessee.

e. For each additional new sublease granted on the leased premises, the Lessee shall also pay to the United States, in advance, the sum of **FIVE-HUNDRED and NO/Dollars (\$500.00)** for the entire term of the new sub-lease, as reimbursement for the costs incurred by the United States in processing the application, monitoring construction, operation and maintenance of said premises for the entire term of the lease. Sublease payments for those agreements entered into during the middle of the year shall be prorated to reflect a partial annual rent. All payments shall be made payable to **FAO KCD/G5 USACE** and mailed to the **Finance and Accounting Officer, US Army Corps of Engineers, and delivered to the Chief, Real Estate Division, US Army Corps of Engineers, Kansas City District, P.O. Box 15339, Kansas City, Missouri 64106-2896**. In the event that sublease terminates prior to end of annual term, lessee will receive credit for prorated balance of prepaid rental applied to the next year's rent.

f. At the time of execution of this Lease agreement, the Lessee has not entered into any Government-approved sublease agreements.

g. Requests for subleasing to tenants other than broadband wireless telecommunications providers will be considered on a case-by-case basis. Terms and conditions of such subleases shall be negotiated at time of request and secured under a supplemental agreement to this Lease.

## **9. LESSEE'S FINANCIAL ARRANGEMENTS**

Lessor acknowledges that the Lessee may enter into a financing arrangement including promissory notes, and financial and security agreements for the financing of the Lessee Facilities with a third party Financing Entity. In connection therewith, Lessor agrees not to seize said equipment by reason of Lessee's default, unless that default is due to nonpayment of rent or utilities or other nonperformance by Lessee under the Lease for which an opportunity to cure, if applicable, has been provided and exercised. If Lessor seizes Lessee's equipment, it will make that equipment available for Lessee or Lessee's Financing Entity to retrieve upon payment of amounts due including reasonable costs associated with the seizure.

## **10. PROTECTION OF PROPERTY**

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INSURANCE**

a. At the commencement of this lease, the Lessee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount

not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of this lease.

**b.** The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage.

## **12. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **13. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **14. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer with consideration to reasonable wear and tear. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States

without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

#### **15. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### **16. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

#### **17. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

#### **18. TERMINATION**

This lease may be terminated by the prime Lessee at any time by giving the District Engineer at least thirty (30) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

#### **19. RENTAL ADJUSTMENT**

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; **PROVIDED** however, that

none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease.

## **20. PROHIBITED USES**

**a.** The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

**b.** The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the Installation Commander.

## **21. NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Engineer.

## **22. DISPUTES CLAUSE**

**a.** Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

**b.** "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

**c.** (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, that individual shall execute the certificate. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

**d.** For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

**e.** The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

**f.** At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

**g.** The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

**h.** The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.



## **23. ENVIRONMENTAL PROTECTION**

**a.** Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

**b.** The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

**c.** The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## **24. ENVIRONMENTAL BASELINE SURVEY**

An Environmental Screening Document (EDS) and a Record of Environmental Consideration (REC) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT "F"**. Upon expiration, revocation or relinquishment of this lease, another environmental document shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

## **25. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **26. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion

occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

**27. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

**28. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**29. OFFICIALS NOT TO BENEFIT**

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

**30. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

**31. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

**32. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed

structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U. S. C. § 403), and Section 404 of the Clean Water Act (33 U. S. C. § 1344).

### **33. LABOR MATERIAL EQUIPMENT AND SUPPLIES**

Lessee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this lease.

### **34. TERMINATION BY THE GOVERNMENT**

The Secretary may terminate this Lease if Lessee fails to comply with any of the terms and conditions specified herein, provided that the Lessee has not made reasonable and diligent attempts to cure. The Lessee shall have no claim for damages.

### **35. DESTRUCTION BY UNAVOIDABLE CASUALTY**

If the property shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the premises untenable, wholly or in part, then payment of rent shall cease and either party may forthwith terminate this Lease by written notice to that effect. If part of the property were rendered untenable, rental payment may be apportioned to reflect the part remaining usable to Lessee.

### **36. SUB-CONTRACTORS AND AGENT FOR LESSEE**

All work must be performed by skilled tradesman who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

### **37. EXAMINATION OF RECORDS**

The Government or any of its duly authorized representative shall, until expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers and/or records of the Lessee involving transactions relating to subleasing this site.

### **38. RADIO FREQUENCY INTERFERENCE**

The installation, operation and maintenance of Lessee's equipment will in no way damage the leased premises, interfere with users already operating on or in the vicinity of the Leased Premises or interfere with the Governments maintenance of the Leased Premises. In the event Lessee or its equipment in any way damages the Leased Premises, or causes interference as noted above, then Lessee shall, at its expense repair such damage to Lessor's reasonable satisfaction or eliminate such interference within twenty-four (24) hours of receipt of notice of such interference. Lessee will not re-use its equipment until such interference is permanently eliminated (except for brief testing which must be coordinated with the Installation). In the event

Lessee is not able to permanently eliminate such interference within thirty (30) days from receipt of Lessor's notice, then Lessor may terminate this Lease immediately.

### **39. COORDINATION OF ELECTRICAL CONNECTION, ETC.**

Installation of any antennas, cabling, and related equipment shall be done in accordance existing Federal, state and municipal codes, including the National Electrical Code and any other codes which directly relate to the issues of communication equipment and/or antennas; in any case where codes differ, the more stringent application shall prevail. All work shall be done by personnel who are bonded and licensed tradesman. Lessee is required to coordinate installation of all electrical connections that tie into building systems that would be affected. Nothing in this paragraph shall be construed as diminishing the right of the Government to review and approve all such work, nor does it absolve Lessee from its obligation to obtain such review and approval. The requirements of this paragraph are above and beyond the requirements for the Government review and approval.

### **40. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the officer having jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

### **41. EVALUATION OF POTENTIAL ELECTROMAGNETIC INTERFERENCE**

Prior to the placement of new telecommunications services in conjunction with this lease or any subsequent sub-leases, the services must be evaluated by the Joint Spectrum Command (JSC) for potential electromagnetic interference to the existing or planned telecommunications operations of the Department of Defense systems. The Lessee will be required to submit an application to the JSC, containing the technical data required for analysis, identified in **EXHIBIT "D"**. The Lessee will be required to enter into a Memorandum of Agreement (MOA) with the JSC in order to formalize a Project Plan utilizing information, data and specifications on the proposed equipment, identified in **EXHIBIT "E"**. The Lessee must provide the technical data requirements for the evaluation to the Department of Defense, Joint Spectrum Center (JSC), 2004 Turbot Landing, Annapolis, Maryland 21402-5064, telephone 410-293-2683 and obtain approval from the JSC that the proposed equipment will not have any adverse impacts prior to operation and use. The Lessee is required to reimburse the JSC for the cost of the evaluation(s).

### **42. COMPLIANCE, DEFAULTS, CLOSURE, REVOCATION AND TERMINATION**

**a.** The Lessee is charged at all times with full knowledge of all the limitations and requirements of this Lease, and with the necessity for correction of deficiencies, and with compliance with reasonable requests by the said officer and the Installation Commander. This

Lease may be revoked in the event that the Lessee violates any of its terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by any sublessees or licensees.

**b.** In addition to the rights of revocation for non-compliance, the said officer, upon discovery of any hazardous conditions within the area covered by the Lease that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee, and will require that the affected part or all of the Premises be closed to the public and the individual tenants until such condition is corrected and the danger to the public eliminated.

**c.** The Secretary may revoke or terminate this Lease in whole or in part as set out above or in the event: (1) the Lease is terminated, in accordance with its terms, or; (2) during any national emergency declared by the President or Congress, the Secretary of the Army determines that a termination is necessary or; (3) the Secretary of the Army determines that termination of the Lease is required for military purposes, including closure or realignment, or is necessary in the interest of national defense. The Lessee will be given thirty (30) days prior written notice by the said officer in the event this Lease is revoked or terminated in accordance with this condition, except for clause (2) above where advance notice to the Lessee shall not be required. In lieu of revocation for violation of the terms and conditions of this Lease, the Secretary may exercise any legal remedy available.

**d.** In addition to other specific Conditions of this Lease, each of the following events shall be a default by Lessee and deemed to place Lessee in non-compliance with this Lease:

(1) Abandonment of the Premises, or the improvements now existing or later constructed on the Premises, where such abandonment continues for a period of thirty (30) days after notice by said Officer to Lessee.

(2) Attachment or Other Levy. If any or all of the Premises or any right or interest of Lessee in the Premises is subjected to attachment, execution or other levy, or to seizure under legal process which is not released within thirty (30) days.

(3) Insolvency: Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of involuntary actions only, such actions, proceedings, and all consequent orders, are dismissed, vacated or terminated within thirty (30) days.

(4) Default in Mortgage Payment. Any default under any mortgage encumbering the leasehold estate of this Lease, or under any loan agreement or promissory note secured by any such mortgage which is not cured by Lessee within the applicable cure period, if any, or not otherwise waived in writing by any leasehold mortgagee.

(5) Default in Payment or Performance Under this Lease. Failure of Lessee to

pay any impositions or other monetary obligations of any nature whatsoever required to be paid by Lessee under this Lease when due and payable; or failure of Lessee to observe or perform any of its other covenants, conditions or agreements under this Lease or under the terms of any mortgage documents which encumber the leasehold interest in the Premises; or the breach of any warranties or representations of Lessee under this Lease. For purposes of this Article, all monetary payments required to be made under this Lease shall include, but are not limited to, taxes, insurance premiums, and other assessments, together with all other sums Lessee is obligated to pay under this Lease.

### **43. SPECIAL CONDITIONS**

**a.** The Lessee shall make no additions, alterations, improvements or construction on the premises without the prior authorization from the said officer or his duly authorized representatives. The Lessee shall obtain approval of the plans and specifications for any additions, alterations, improvements or construction on the premises from the said officer prior to the start of any work.

**b.** The leased premises are available for the construction, operation, use and maintenance of a self-supporting telecommunication antenna tower and service antenna(s) to include associated equipment building(s). All construction shall be subject to prior approval of the plans and specifications and as specified in the Construction Requirements, which is attached hereto and made a part hereof, as **EXHIBIT "G"**.

**c.** It is understood and agreed that upon completion of construction and final inspection, the lessee, shall provide two (2) sets of "as-built" drawings. Upon receipt of the as-built drawings and satisfactory completion of construction, a Supplemental Agreement to this lease will be prepared and executed in the same manner as this lease to identify the leased boundary and the completed construction.

**d.** After final approval for the project has been granted through execution of the required real estate agreement, the project applicant must participate in a pre-construction meeting before construction on the project may begin. Both the project applicant and the applicant's construction contractor (if a contractor is used to construct the project) must attend the pre-construction meeting. Coordination for the pre-construction meeting will be made with the ***Realty Officer, 820 McClellan Avenue, Fort Leavenworth, Kansas.***

**e.** The Lessee shall comply with the special procedures, requirements, and restrictions that may be imposed by the Federal Aviation Administration (FAA), Federal Communication Commission (FCC), Installation Commander, or other appropriate authority and shall notify the FAA of frequency(ies) prior to commencement of operation.

**f.** The United States shall be under no obligation to supply maintenance, repair, or services in relation to the use of the premises and the Lessee shall have no claim against the United States for reduction or elimination of said services.

**g.** The Lessee will be responsible for the installation, maintenance and operational expenses associated with utility servicing of the site. The Lessee shall coordinate with the Directorate of Installation Support, Fort Leavenworth, Kansas for connection, operation and use of existing utility services.

**h.** The Government reserves the right and option to use and install Government equipment on the antenna tower for Government purposes during the lease term and any renewal terms thereafter. Should the Government exercise the right, lessee and lessor will enter into negotiations to determine the annual lease rate to be charged to the Government based on similar rates being charged, and not to exceed the Fair Market Rental Value of said usage. It is agreed that the Government will pay annual rental for such usage by reducing the lessee's annual base lease rate being charged by the Government.

**i.** The Lessee shall protect from disturbance or damage all government land monuments, perimeter fencing and property markers resulting from the activities from the Lessee.

**j.** Tower lighting equipment and materials shall comply with FAA specifications and shall have the prior approval of the FAA and District Engineer.

**k.** The Lessee, all Sub-lessees, and all contractors employed by either the Lessee or Sub-lessees shall comply with all of the Lease provisions stated herein. Lessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits or leases. The Army may impose any additional environmental protection conditions and restrictions and restrictions during the terms of this permit that it deems necessary by providing written notice of such conditions or restrictions to the Lessee.

**l.** The Lessee shall provide a boundary survey and adequate legal description identifying the specific leased area upon completion of construction. In addition to the legal description of the facility itself, legal descriptions will also be required to define any additional easement(s) on the project which may be needed to access supporting utility requirements, such as electrical power or telephone line hook-ups. Any expenses associated with obtaining these legal descriptions are the sole responsibility of the applicant.

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**CYNTHIA R. SEARCY**  
Acting Chief, Military Branch  
Real Estate Division

**THIS LEASE** is also executed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LESSEE**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



## CORPORATE CERTIFICATE

I \_\_\_\_\_(name) certify that I am the  
\_\_\_\_\_(title) of \_\_\_\_\_(company), that  
\_\_\_\_\_(signator of lease) who signed the foregoing instrument on behalf of  
the Lessee was then \_\_\_\_\_(title of signator of lease) of the company. I  
further certify that the said officer was acting within the scope of powers delegated to this officer  
by the governing body of the corporation in executing said instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary or  
Appropriate Officer

(AFFIX CORPORATE SEAL)

APPLICATION  
FOR LEASING UNITED STATES REAL PROPERTY AT  
***FORT LEAVENWORTH, KANSAS***

\_\_\_\_\_  
DATE

**TO:** District Engineer  
Kansas City District  
Corps of Engineers  
860 Federal Building  
601 East 12th Street  
Kansas City, Missouri 64106-2896

**SIR:**

The undersigned, in accordance with your Notice of Availability, No. ***DACA41-05-B-RE-2025***, ***dated 28 July 2005, for the leasing of land at Fort Leavenworth, Kansas***, and subject to all the conditions and requirements thereof, which, so far as they relate to this application, are made a part of it, proposes to enter into a lease for the property below, and hereby agree(s) to pay the rental set out below:

**TERM:** The item is ***for five (5) years, beginning September 1, 2005 and ending August 31, 2010***; with the option for renewal in accordance with the lease.

**NOTE:** THE ITEM IS SUBJECT TO THE REQUIREMENTS SET FORTH IN THE LEASE.

<b>ITEM NO.</b>	<b><u>AREA</u></b>	<b><u>PURPOSE</u></b>	<b>RENTAL PER <u>YEAR</u></b>
1	.05 acre site	SITE FOR TELECOMMUNICATIONS TOWER and SERVICE ANTENNA(S) <b><i>(TOWER HEIGHT TO BE LIMITED TO 150 FEET)</i></b>	\$_____

Lease applicant represents: (a) that he [ ] has [ ] has not employed or retained any company or persons (other than a full-time bonafide employee working solely for the lease applicant) to solicit or secure this contract, and (b) that he [ ] has [ ] has not paid or agreed to pay to any company or persons (other than a full-time bona fide employee working solely for the lease applicant) any fee, commission, percentage, or brokerage fee, contingent upon or relating to (a) and (b) above as requested by the District Engineer, Kansas City District, Corps of Engineers, 601 East 12th Street, Kansas City, Missouri 64106-2896. (Lease applicant will check the appropriate boxes in the above statement.)

**Exhibit C**

Notice No. DACA41-05-B-RE-2025

**(CONTINUED ON REVERSE)**

**Exhibit C**

Enclosed is separate money order or check, payable to Finance and Accounting Officer, U.S. Army Corps of Engineers, totaling \$1,000.00 to cover the required deposit.

I (we) make this application with full knowledge of all the conditions and requirements herein-before set forth, and if this offer is accepted, I (we) agree to promptly execute an appropriate lease, which I (we) understand you will furnish me (us), and return all copies of the same to your office within ten (10) days from the date it is delivered to me (us). If I (we) fail or refuse to execute and return said lease as aforesaid, the Government may declare this application in default and deposit submitted within support hereof will be retained by the United States as liquidated damages.

**(Applications must be signed and  
furnished in duplicate)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State and Zip Code**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Telephone No.**

Note: If applying as a partnership, the names of the firm or partnership must appear above the signature. The application must then be signed by all of the partners or the application may be signed by any one of the partners as one of the firm, provided the names and addresses of all of the partners are listed on this application.

### **CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as applicant herein; that \_\_\_\_\_ of said Corporation; who signed said application on behalf of the Corporation, was known to me and was then \_\_\_\_\_ of the Corporation. I further certify that said officer was acting within the scope of the powers delegated to this officer by the governing body of the Corporation in executing this instrument.

SEAL

\_\_\_\_\_  
(Signature/Title)

**Exhibit C**

Notice No. DACA41-05-B-RE-2025

**Exhibit C**

## Attachment 1

### Request for Support and Parametric Data Requirements

**From:**

Company \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**To:****Joint Spectrum Center  
Acquisition Support Division (J8)  
Attn: Mobile Service Provider Team  
2004 Turbot Landing  
Annapolis, MD 21402-5064**

Re: Request to Perform Electromagnetic Compatibility Studies

This is a request for technical support by the Joint Spectrum Center to perform an Electromagnetic Compatibility (EMC) analysis to ensure that our proposed commercial wireless system(s) will not interfere with existing or planned communication systems used by the federal government at \_\_\_\_\_

\_\_\_\_\_. **“The parametric data for the proposed system are provided on the attached form.”**

It is our understanding that the EMC study for each site will be performed on a cost-reimbursement basis, and that we will be financially liable for the cost upon the execution of the Memorandum of Agreement.

*Signed* \_\_\_\_\_

Date \_\_\_\_\_

Typed name of Signee \_\_\_\_\_

Typed title of Signee \_\_\_\_\_

**Note:** E-Mail with electronic signature (msp@jsc.mil), fax 410-293-2631, or mail this form to the Joint Spectrum Center.

# **Parametric Data Requirements for an Electromagnetic Compatibility (EMC) Analysis of a Commercial Telecommunications System on DoD Property**

## **1. RF Engineering Point of Contact:** (Person who completes this form).

Name \_\_\_\_\_

Company/Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## **2. Point of Contact:** (At proposed DoD site, usually a government real property POC or frequency manager).

Name \_\_\_\_\_

Organization/and Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

## **3. PCS/CTS System Information:**

### Base Station

Site Name \_\_\_\_\_

Site Coordinates (round to nearest second)/Reference System (WGS84 preferred)

Latitude \_\_\_\_\_

Longitude \_\_\_\_\_

Operational Frequencies

Transmit \_\_\_\_\_

Receive \_\_\_\_\_

Tuning Increment \_\_\_\_\_

Channel Separation Requirements \_\_\_\_\_

Transmitter Manufacturer and Nomenclature \_\_\_\_\_

Transmitter Output Power (into the antenna system)

Per Channel \_\_\_\_\_

Total \_\_\_\_\_

Modulation Scheme/Emission Designator \_\_\_\_\_

Emission Bandwidth

-3 dB \_\_\_\_\_

-20 dB \_\_\_\_\_

-40 dB \_\_\_\_\_

-60 dB \_\_\_\_\_

Transmitter Filter Nomenclature \_\_\_\_\_

-3 dB Bandwidth \_\_\_\_\_

-Nr. Cavities or Rolloff \_\_\_\_\_

Transmitter Harmonic Attenuation

2nd Harmonic, dBc \_\_\_\_\_

3rd Harmonic, dBc \_\_\_\_\_

Antenna System Manufacturer/Model No. \_\_\_\_\_

Antenna System Far-Field Mainbeam Gain \_\_\_\_\_

Antenna Mainbeam Horizontal and Vertical Beamwidths \_\_\_\_\_

Maximum Antenna Gain  $\pm 90$  deg from Beam Center \_\_\_\_\_

Antenna Polarization \_\_\_\_\_

Antenna Heights (beam center above ground) \_\_\_\_\_

Antenna Azimuths \_\_\_\_\_

Nr/Type (Tx/Rx) Antennas per Sector \_\_\_\_\_



Planned Antenna Downtilts \_\_\_\_\_

Transmission Line

Mfr and Nomenclature \_\_\_\_\_

Length

System Losses, dB

Receiver Sensitivity and Criterion \_\_\_\_\_

Transmitter Intermodulation Criteria

Amplifier Gain, dB \_\_\_\_\_

Output Power (1dB Compression), dBm \_\_\_\_\_

3rd Order Intercept Point, dBm \_\_\_\_\_

Receiver Intermodulation Criteria

Amplifier Gain, dB \_\_\_\_\_

Output Power (1dB Compression), dBm \_\_\_\_\_

3rd Order Intercept Point, dBm \_\_\_\_\_

Mobile Stations

Mobile Transmitter Power \_\_\_\_\_

Mobile Transmitter/Receiver Antenna Gain \_\_\_\_\_

Mobile Receiver Sensitivity and Criterion \_\_\_\_\_

Mobile TX/RX Radius of Mobility \_\_\_\_\_

**4. Microwave System Information, if applicable:**

Site Name \_\_\_\_\_

Site Coordinates (round to nearest second)/Reference System (WGS84 preferred)

Latitude \_\_\_\_\_

Longitude \_\_\_\_\_

Operational Frequencies

Transmit \_\_\_\_\_

Receive \_\_\_\_\_

Tuning Increment \_\_\_\_\_

Channel Separation Requirements \_\_\_\_\_

Transmitter Manufacturer/Nomenclature \_\_\_\_\_

Transmitter Output Power (into the antenna system) \_\_\_\_\_

Modulation Scheme/Emission Designator \_\_\_\_\_

Emission Bandwidth

-3 dB \_\_\_\_\_

-20 dB \_\_\_\_\_

-40 dB \_\_\_\_\_

-60 dB \_\_\_\_\_

Transmitter Filter Nomenclature \_\_\_\_\_

-Nr. Cavities or Rolloff \_\_\_\_\_

Transmitter Harmonic Attenuation

2nd Harmonic, dBc \_\_\_\_\_

3rd Harmonic, dBc \_\_\_\_\_

Transmitter Intermodulation Criteria

Amplifier Gain, dB \_\_\_\_\_

Output Power (1 dB Compression), dBm \_\_\_\_\_

3rd Order Intercept Point, dBm \_\_\_\_\_

Antenna System Manufacturer/Model No. \_\_\_\_\_

Antenna System Far-Field Mainbeam Gain \_\_\_\_\_

Antenna Horizontal and Vertical Beamwidths \_\_\_\_\_

Antenna Polarization \_\_\_\_\_

Antenna Heights (beam center above ground) \_\_\_\_\_

Antenna Azimuth \_\_\_\_\_

Transmission Line

Mfr and Nomenclature \_\_\_\_\_

Length \_\_\_\_\_

System Losses, dB \_\_\_\_\_

# MEMORANDUM OF AGREEMENT (MOA)

## DEFENSE INFORMATION SYSTEM AGENCY

Joint Spectrum Center (JSC)

2004 Turbot Landing

Annapolis, Maryland 21402-5064

<b>MOA NO. NNNNN</b> <b>MOA OFFER EXPIRATION DATE:</b> <b>DATE 90 DAYS FROM NOW</b>	<b>MONITORED BY:</b> <b>JSC Acquisition Support Division</b> <b>JSC/J8 (410) 293-2681</b>
<b>PURCHASER:</b> <b>COMPANY NAME</b> <b>ADDRESS HERE</b> <b>CITY STATE ZIP</b> <b>PHONE: (ZZZ)ZZZ-ZZZZ</b>	<b>PROJECT NUMBER: PXXXX</b> <b>ESTIMATED COST: \$YY,YYY</b>  <b>Effort will be performed on a cost reimbursement basis.</b>
<b>SECURITY CLASSIFICATION:</b> <i>Mark highest</i> <b>Unclassified</b> <u>  X  </u> <b>Confidential</b> <u>      </u> <b>Secret</b> <u>      </u>	THE ANALYSIS WILL BE CONDUCTED IN ACCORDANCE WITH THE CLASSIFICATION INDICATED AND ESTABLISHED GOVERNMENTAL PROCEDURES FOR SAFEGUARDING ARTICLES AND INFORMATION AGAINST UNAUTHORIZED DISCLOSURE.
<p>a. This MOA consists of this page and the following Sections, attached hereto and made a part hereof:</p> <ul style="list-style-type: none"><li>I. Special Provisions for JSC Analysis Efforts</li><li>II. Project Plan PXXXX</li><li>III. Request for Support (DATE FROM LETTER)</li><li>IV. Letter of Sponsorship (OASD(C3I) Approval Letter dated 11 December 1996)</li></ul> <p>b. The Government shall provide those services necessary to perform the effort set forth in Section II.</p> <p>c. COMPANY NAME, hereafter referred to as the sponsor, understands that the outputs of this project are only predictions based upon the current government models and data. The government, its agencies and instrumentalities are held harmless in accordance with paragraph 2 of the attached Special Provisions for any and all damages and injuries, specified or unspecified, therein.</p> <p>d. <b>ACCEPTANCE:</b> To accept this MOA, the Sponsor will not later than the expiration date set forth above, return the original document properly signed to JSC. JSC-J8 will coordinate with the sponsor the performance commencement date of each Task. Thirty days prior to the agreed upon commencement of performance date, the sponsor will provide a check made payable to the <b>Joint Spectrum Center</b> for the full amount of each specific task to be performed. Should the sponsor delay the commencement of performance date of any task such that JSC cannot complete performance of said task prior to the milestone dates identified in Project Plan PXXXX, the government reserves the right to re-evaluate the above estimated cost which may result in revision or reissuance of this MOA. It is understood that implementation of the MOA cannot proceed without a proper acceptance from Sponsor. Unless a written request for extension is made by Sponsor and is granted in writing by the JSC Contracting Officer's Representative (COR), this MOA offer shall terminate on the expiration date set forth above.</p> <p>e. This MOA is not effective until signed by the parties indicated below.</p>	
<b>SIGNATURE OF SPONSOR</b> <b>DATE:</b>	<b>SIGNATURE OF COR</b> <b>DATE:</b>
<b>NAME AND TITLE OF SPONSOR</b>	<b>RICHARD LARSON</b> <b>TECHNICAL DIRECTOR</b> <b>NAME AND TITLE OF COR</b>

ENVIRONMENTAL SCREENING DOCUMENT AND  
RECORD OF ENVIRONMENTAL CONSIDERATION

PART I: Property Description

1. NAME OF PROJECT: Lease for a telecommunication antenna tower
2. DESCRIPTION OF PROPERTY/PROJECT: This lease makes 0.5 acres of land available for the construction, maintenance and operation of a telecommunications antenna tower, service antenna, and an operations building(s) for the telecommunication service. The term of this lease will be 20 years. Utilities will be provided by the Government on a reimbursable basis.

PART II: NEPA Analysis/Record of Environmental Consideration  
(REC).

This action meets the screening criteria for categorical exclusions in AR 200-2, 32 CFR 651, Appendix B, and the proposed action is categorically excluded under CX (f)(1) from requiring further NEPA analysis or documentation. Reason for application of the CX is there will be no change in land use and no significant impact associated with this project. There are no extraordinary circumstances as defined in AR 200-2. Land-use of this site is as described in the 2000 Installation Environmental Assessment of the Ongoing Mission Operations/Master Plan, Combined Arms Center and Fort Leavenworth, Fort Leavenworth, Kansas.

PART III: Survey Conclusions (See supporting data in Part IV):

(CHECK THE APPROPRIATE ENTRY)

  X   ESD results do not indicate the presence of hazardous/toxic materials or contaminants at the site described above, OR the release of hazardous/toxic materials to the environment is not considered probable as a result of the proposed action.

       ESD indicates the possible existence, OR the potential for release of hazardous/toxic materials. The proponent must investigate the nature and extent of the contamination, execute reporting and other actions required by law or regulation, determine the threat posed to human health and the environment, and reconsider the proposed action in light of these steps.

PART IV: Supporting Data:

1. Records Check Summary of the Property and Environmental Records:

a. Installation Restoration Program Assessment results (if any):

☒ There are no IRP documents pertaining to this site.

☐ IRP documents concerning this site indicate the following:

b. CERCLA or RCRA Documents pertaining to this Site (if any):

☒ There are no CERCLA or RCRA documents pertaining to this site. There are no known sites at this location.

☐ CERCLA/ RCRA documents concerning this site indicate the following:

c. National Historical Register (NHR) or National Historical Register Eligible (NHRE) properties:

☒ An NHRE survey has been completed for this area and

☒ There are no NHR/NHRE properties or structures at this site. Or:

☐ NHR/NHRE properties or structures at this site include the following:

d. Environmental Compliance Assessment Survey (ECAS) results:

☒ There are no ECAS results pertaining to this site.

☐ ECAS results concerning this site indicate the following:

e. Survey results for asbestos, radon, lead based paint, radioactive materials, electrical equipment containing PCBs, underground storage tanks, radioactive materials, unexploded ordnance, etc., related to this site:

☒ There are no survey results pertaining to this site/survey is not applicable.

☐ Specific survey results indicate the following (by type of survey):

2. Summary Results of Property Visual, to include Underlying Land:

General condition of facilities, buildings, and improvements (e.g., indications of the presence of contaminants or the possibility of the future release of contaminants due to building conditions):

☒ [ X ] There are no visual indications of past or present contamination or hazardous/toxic materials use or storage.

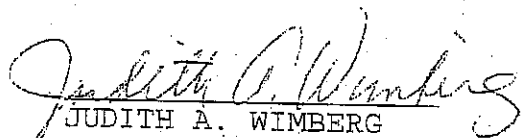
☐ [ ] The following visual indications were present at the site and may indicate contamination or hazardous/toxic materials presence as described:

3. Summary of the History of Response Actions at the Site:

☒ [ X ] There are no records of response actions pertaining to this site.

☐ [ ] The following response actions have occurred regarding the site:

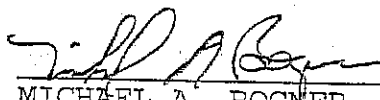
PREPARED BY:



JUDITH A. WIMBERG  
Environmental Protection Specialist

Date:

2 June 2004

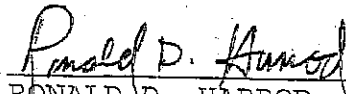


MICHAEL A. BOGNER  
Chief, Facility Planning  
Division

Date:

6-16-2004

APPROVED:



RONALD D. HARROD  
Chief, Environmental Division

Date:

17 Jun 04

## CONSTRUCTION REQUIREMENTS

**1. GENERAL:** A 10-acre site has been identified for locating the development of an antenna site for construction. The Lessee shall identify a one (1) acre site within this area for construction. Upon approval of the site plan and construction plans and specifications, the leased premises may be occupied and used by the Lessee for the construction, operation, use and maintenance of a telecommunication antenna tower, service antenna and an operations building(s) for telecommunication service. All approved construction shall be in accordance with the following:

**2. CONSTRUCTION STANDARDS:** Construction shall be in accordance with all applicable codes and standards including but not limited to the latest versions of International Building Code, National Fire Protection Association Code (NFPA), National Electric Code (NEC), International Plumbing Code, International Mechanical Code, American National Standards Institute (ANSI) A117.1, Americans with Disabilities Act and the Installation Design Guide for the Fort Leavenworth Military Installation. The Installation Design Guide is available for review at the DPW Master Planning office.

**3. SITE PLANS AND CONSTRUCTION PLANS AND SPECIFICATIONS:** The Lessee shall furnish two (2) complete sets of site plans, construction plans and specifications, for approval to the Directorate of Installation Support (DIS), Fort Leavenworth, Kansas, prior to construction. The site plans shall identify the location of the antenna tower, equipment building(s), access road, gate and construction limits, along with connections to utility service. The antenna site shall be limited to one (1) acre site for construction. The Lessee shall, upon completion of each development, furnish a complete "as built" site plans and "as built" construction plans with certification by a Professional Engineer (PE) or Professional Architect (PA) that the construction meets all applicable codes and standards. The delivery media, format and data exchange shall be provided in accordance with acceptable methods prescribed by the DPW.

**4. SITE PREPARATION:** The Lessee shall clear, grub and grade surface to insure proper drainage.

**5. NEW ANTENNA TOWER:** The Lessee shall construct a self-supported telecommunication antenna tower (not to exceed 150'), with concrete foundation and lighting system.

**6. CHAIN LINK FENCING:** The Lessee shall install chain link fencing (6' high with 3 strands barbed wire) around the new antenna tower and equipment building(s).

**7. EQUIPMENT BUILDING:** The Lessee shall provide a weatherproof building(s) with access door(s) and utility services for housing the communication equipment. The equipment building(s) shall be limited to two (2) buildings, one story and not to exceed 120 square feet per building. Color of building(s) shall be earth tones and acceptable to the DIS.

**8. INFORMATION SIGN:** All signage shall be approved by the DIS and in accordance with the Installation Design Guide.



**9. ACCESS ROAD:** The Lessee shall construct an access road (12' wide) from Sheridan Drive to the site.

**10. LIGHTING:** The Lessee shall install and maintain lighting, in accordance with Federal Communication Commission and Federal Aviation Administration requirements.

**11. UTILITY SERVICE:** The Lessee shall furnish and provide utility service and connections necessary for operation of the equipment and facilities. All utility lines shall be underground.

**12. MAINTENANCE AND REPAIR:** The Lessee shall provide the operation and maintenance of the antenna tower, equipment building, fencing and access road. The Lessee shall provide soil preparation, seeding, lime and fertilizer for all turfed areas disturbed during the construction, operation and maintenance of the leased premises. The Lessee shall be responsible for all grass cutting within the leased premises.

**13. MISCELLANEOUS:** The Lessee shall locate and verify property boundaries, obtain all necessary permits and meet local zoning requirements to perform the required improvements and alterations.

**14. CLEANUP:** The Lessee shall cleanup the site and dispose of all construction debris after completion of the construction.